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NOTES OF CASES.

FALSE PRETENSES.—The pretense by a man that he is unmarried, upon which he procures money from a woman on a promise of marriage, is held, in *State v. Renick* (Or.), 44 L. R. A. 266, insufficient to make him punishable for false pretenses through the use of himself as a false token.

WILLS—CREDITOR—LEGATEE.—In *Jones v. Shomaker* (Fla.), 26 South. 191, it is held that a creditor who accepts a legacy or devise under his debtor's will, in lieu of his claim, takes it subject to the payment of the other debts of the testator, and occupies no higher ground than any other beneficiary under the will.

ACTIONS FOR PERSONAL INJURIES—ASSIGNABILITY.—A right of action for personal injuries is held, in *North Chicago St. R. Co. v. Ackley* (Ill.), 44 L. R. A. 177, to be not assignable, even when the statute has provided for the survival of such an action. In a note to this case there is an analysis of the decisions on the assignability of such causes of action.

INSURANCE—INDEMNITY AGAINST ACTIONS FOR NEGLIGENCE.—A contract to indemnify a common carrier of passengers against losses occurring from injuries to them is held, in *Trenton Pass. R. Co. v. Guarantors' Liability Indemnity Co.* (N. J.), 44 L. R. A. 213, to constitute a valid insurance which is not against public policy, although it covers losses resulting from negligence.

GAME LAWS—GAME BROUGHT FROM ANOTHER STATE—INTERSTATE COMMERCE.—The right of a State, in the exercise of its police power, to prohibit the sale or possession of game, during a particular season, is upheld in *Stevens v. State* (Md.), 43 Atl. 928, even to the extent of applying the prohibition to game shipped from another State, in original packages. See 3 Va. Law Reg. 540; 4 *Ib.* 59.

PLEADING STATUTE OF PAROL AGREEMENTS—NECESSITY FOR ALLEGATION OF WRITING.—Plaintiff's declaration alleged a contract of guaranty and its breach by the defendant, but omitted to allege that it was in writing. On demurrer it was *Held*, that this was unnecessary, and the declaration was good. *Wilkinson-Gladdis Co. v. Van Riper* (N. J.), 43 Atl. 675.

This is in accordance with the rule of pleading that "with respect to acts valid at common law, but regulated as to the mode of performance by statute, it is sufficient to use such certainty of allegation as was sufficient before the statute. Stephen on Pl. 374; 4 Minor's Inst. (3d ed.) 1225. See *Barnes v. Coal Co.* (Tenn.), 47 S. W. 498; *Hillman v. Allen* (Mo.), 47 S. W. 509; *Crane v. Powell*, 139 N. Y. 379; 12 Harvard Law Rev. 357.

JUDICIAL SALES—SPECIFIC PERFORMANCE—TITLE DEPENDING ON ADVERSE POSSESSION.—In *Gorman v. Gorman*, 57 N. Y. Supp. 1069, it is held that a purchaser of real estate at a judicial sale will not be compelled to take the property